



## Item No. 19 Town of Atherton

### **CITY COUNCIL STAFF REPORT – CONSENT AGENDA**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: MICHAEL KASHIWAGI  
COMMUNITY SERVICES DIRECTOR**

**DATE: SEPTEMBER 17, 2014**

**SUBJECT: BRIDGE AND CULVERT INSPECTION CONSULTANT  
AGREEMENT**

#### **RECOMMENDATION**

Authorize the City Manager to execute a not-to-exceed, time and materials fee contract with NV5, Inc. in the amount of \$50,000 to provide municipal engineering services for Structural Bridge/Box Culvert Inspections and Related Services.

#### **BACKGROUND**

The FY2014-15 Capital Improvement Program (CIP) includes a project to have a structural engineering firm perform bridge inspections. These inspections will provide the Town a baseline condition survey of the 18 roadway structures, which include bridges, box culverts and small diameter culverts for which the Town is responsible. These structures allow the Atherton Channel to pass through the Town from Woodside to Menlo Park. Since constructing the structures, the Town has not performed periodic structural inspections. Most of these structures are approximately 50 years old.

According to the Federal Highway Administration, bridges should be inspected once every two years for bridges over twenty feet in length. None of Atherton's bridges/box culverts are over this threshold; however, since they support roadways, staff believes it is prudent to initiate a bridge and culvert inspection program to proactively identify deficiencies and make repairs if necessary to these important structures which convey vehicular traffic and storm water flows.

#### **FINDINGS**

At the April 16, 2014 meeting, the City Council authorized the solicitation through a Request for Proposals (RFP) for the Bridge Inspections. The RFP was advertised on the Town's website, on additional industry sites and through direct solicitation of firms registered with the Town in order

to solicit qualified consultants. Proposals were due on May 23, 2014, providing a 5 week response period.

Four proposals were received from the following firms:

- URS Corporation
- Biggs Cardosa Associates, Inc.
- NV5
- WINN Structural Consulting Group, Inc.

A selection panel consisting of Steve Tyler, Public Works Superintendent, David Huynh, Associate Civil Engineer and Gordon Siebert, City Engineer evaluated all proposals, ranked them according to the RFP's evaluation criteria and short-listed the two highest-scoring firms (Attachment C), NV5 and Biggs Cardosa Associates to be interviewed. The firms were interviewed on July 10, 2014 by Steve Tyler, David Huynh, and Brett Hale, Chief Building Official. Based upon their rankings and interviews, the panel unanimously selected NV5. NV5 have worked on similar projects for Santa Clara Valley Transportation Authority (VTA), City of Palo Alto, and Santa Clara Valley Water District, among others.

Following the selection process, the Town began negotiations with NV5, based on their proposed scope of work. NV5 was requested to provide a cost proposal to include load ratings on the two vehicular access bridges to Holbrook-Palmer Park. There are no records as to the maximum weight limit on these two structures. The scope includes load ratings for the Holbrook-Palmer Park access bridges, inspections for 13 structures (which includes bridges and box culverts), identification of deficiencies, and recommendations to repair the deficiencies. Small diameter culverts were not included in the negotiated fee due to budgetary constraints. The negotiated fee is a Time and Materials agreement, not-to-exceed \$50,000, which is within the budgeted amount, and is incorporated into the Consultant Services Agreement (Attachment A).

### **FISCAL IMPACT**

The 2014-15 Capital Improvement Program includes funding for bridge inspection in the amount of \$50,000. It also includes funding each year through FY 2016-17 to implement projects recommended in the inspection report.

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Community Services Director

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George Rodericks  
City Manager

### **ATTACHMENTS**

Attachment A: Consultant Service Agreement  
Attachment B: NV5's 2014 Norcal Rate Schedule  
Attachment C: Evaluation Score Sheet

**CONSULTANT SERVICES AGREEMENT**  
**BRIDGE INSPECTION PROJECT**

THIS AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the TOWN OF ATHERTON ("Town") and **NV5, Inc.** ("Consultant").

**RECITALS**

WHEREAS, Town issued a Request for Proposals seeking a consultant to perform bridge inspections of the Town's bridges and culverts pursuant to City Council approval on April 16, 2014;

WHEREAS, Town received proposals from four civil engineering firms on May 23, 2014;

WHEREAS, Town desires to obtain civil engineering consulting services in connection with Town's Bridge Inspection project, herein "Project";

WHEREAS, After a review by a selection panel of qualified individuals, Consultant was selected as the best qualified firm to perform the services required in the Project.

WHEREAS, Consultant hereby warrants to Town that Consultant is skilled, willing, and able to provide such services described in this Agreement; and

WHEREAS, After negotiation of the terms for providing such services, Town desires to retain Consultant in accordance with the terms of this Agreement to provide the services described herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals and RFP. The recitals set forth above, and the RFP soliciting proposals for the Project and all defined terms set forth in such recitals and RFP and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. Town. The City Manager or his/her designee shall represent Town for all purposes under this Agreement. The City Manager or designee is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. Consultant assigns **David Schott, SE, Engineering Manager** to have overall responsibility for the progress and execution of this Agreement.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as Town through its staff may determine from time to time, Consultant shall perform the services outlined in the "Scope of

Work" attached as Exhibit A ("Services"). Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from Town. Failure of Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of monetary or nonmonetary compensation.

B. Time of Performance. The Services are to commence no sooner than **September 22, 2014** and must be completed not later than **June 30, 2015**. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager. Consultant shall not be responsible for delays caused by actions beyond their reasonable control.

C. Standard of Quality. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant for the base scope exceed **Fifty Thousand** Dollars (\$50,000) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to Town at the time of payment.

B. Timing of Payment. Consultant shall submit itemized monthly statements for work performed. Town shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. Changes in Compensation. Consultant shall not undertake any work that will incur costs in excess of the Cost Ceiling without prior written authorization by the Project Manager.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers' Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services to be performed by Consultant in performance of this Agreement .

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings, weekends, or on recognized holidays. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or any other form of absence.

5. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended, or otherwise terminated as provided.

6. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by Consultant under the Agreement shall vest in Town, and none shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of Town. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to Town without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of Town, unless required to do so by law. Consultant shall not be responsible for documents used beyond their original scope and intent, or by anyone other than Town.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur any obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of Town regardless of who pays for such services. All consultants, specialists, or experts approved by Town are listed in Exhibit D.

9. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town or hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of Town. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest in the performance of the Agreement.

B. Consultant is not an employee of the Town in the performance of the services required by the Project.

10. Liability of Members of Town. No member of Town, including without limitation any officer, employee, or agent, shall be personally liable to Consultant in the event of any default or breach of Town, or for any amount that may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless Town, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs,

liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of Town. Town has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Workers' Compensation, disability, or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement.

12. Independent Contractor; Not an Agent of Town. It is expressly agreed that Consultant, in the performance of the Services agreed to be performed hereunder, shall act as and be an independent contractor and not an agent or employee of Town. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits that accrue to Town employees, and Consultant hereby expressly waives any claim it may have to any such rights. Further, Consultant, its officers, employees and agents shall not have any power to bind or commit Town to any decision.

13. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business license.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section and any applicable Federal, State, or local laws or requirements.

D. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against Town, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's Workers' Compensation insurance policy that arise from the work performed by Consultant for Town.

14. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town or as required by law.

15. Assignment; Subcontractors; Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without Town's prior written consent. Any assignment without such approval shall be void and, at Town's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be recognized by Town as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) Consultant agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees. The amount of this insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall provide required coverage for Employers' Liability (Coverage B).

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The Town of Atherton, its officials, officers, agents, employees, and volunteers shall be added as additional insureds, but only with respect to work done by, for, or on behalf of the named insured in performance of this Agreement."

(b) "This policy shall be considered primary insurance as respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to Town all certificates of insurance with original endorsements effecting coverage required by this section. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to Town. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish Town with original Certificate(s) of Insurance verifying Consultant's receipt of the insurance coverage required herein.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by Town upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice. In

such event, Consultant shall be entitled to receive as full payment for all Services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the Services satisfactorily rendered by Consultant bear to the total Services otherwise required to be performed for such total fee; provided, however, that Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

C. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered before the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall immediately turn over to the City Manager any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, or given to Consultant or its subcontractors, in connection with this Agreement. Such materials shall become the permanent property of Town. Consultant, however, shall not be liable for Town's use of incomplete materials or for Town's use of complete documents if used for services other than those contemplated by this Agreement.

18. Suspension. Town shall have the authority to suspend this Agreement and the Services, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

19. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between Town and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both Town and Consultant. All provisions of this Agreement are expressly made conditions.

20. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that the party was solely or primarily responsible for drafting the language to be interpreted.

21. Litigation Support; Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant, brought by Town against Consultant, or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates.

22. Time of the Essence. Time is of the essence of this Agreement.

23. Written Notification. Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other party shall be in writing and either



apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

27. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

28. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either party may have hereunder.

29. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

30. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation
- D. Exhibit D: Consultants, Specialists, or Experts

31. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

32. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment are prohibited unless expressly authorized by Town.

33. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit is brought by either party, the parties agree that trial of such action shall be held exclusively in a state court in the County of San Mateo, California.

34. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first above written.

**TOWN OF ATHERTON**

By: \_\_\_\_\_  
City Manager

Date:

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**CONSULTANT**  
**(CORPORATIONS REQUIRE (2))**

**SIGNATURES**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date:

## EXHIBIT A

### SCOPE OF WORK

NV5's scope of work shall be:

1. Research, collect, and review existing as-builts/records (from County, City and other public/government entities)
2. Investigate field conditions of existing structures at the following locations:

<b><u>Atherton Channel Bridges/Culverts</u></b>						
NO.	<b><u>Location</u></b>	<b><u>Type (approx)</u></b>	<b><u>Length (FT)</u></b>	<b><u>Width (FT)</u></b>	<b><u>Plans available</u></b>	<b><u>Approx. Age</u></b>
1	11 Belbrook	60" CMP	N/A	N/A		
2	358 Walsh	Box Culvert	16	18.5		1999
3	24 Broad Acres	Bridge	16	38.5		Unknown, 1960s?
4	Alameda de Pulgas @ Walsh	Box Culvert	680	12.5		Unknown, 1960s?
5	279 Camino Al Lago	Box Culvert	20	17	Yes	Unknown, 1960s?
6	Camino Al Lago @ Monte Vista	Box Culvert	41	14.5	Yes	1960s
7	59 Barry	Box Culvert	35	14	construction photos	2004
8	55 Elena	Box Culvert	35	18	construction photos	2003
9	100 Isabella	Box Culvert	340	15' - 4"	Yes	1960s
10	Watkins (from ECR to SPRR)	Box Culvert	800	18	Yes	1966
11	Holbrook-Palmer Park 150 Watkins Ave.	2- Bridges	West Bridge -16 East Bridge - 14	West Bridge - 31.5 East Bridge - 49.5	Yes	1971
12	Middlefield (from Watkins to Marsh)	Box Culvert	800	10		Unknown, 1960s?

3. Calculate the load rating for the two bridge structures at Holbrook-Palmer Park (150 Watkins Ave, Atherton, CA)
4. Prepare condition report of each structure and provide recommendations on structures that may require additional study or repairs as needed per Caltrans standard rating system.

# EXHIBIT B

## PROJECT SCHEDULE

ATHERTON STRUCTURES 2014 INSPECTION SCHEDULE											
ID	Task Mode	Task Name	Duration	Start	Finish	September 1			October 1		November
						8/17	8/31	9/14	9/28	10/12	
1		Atherton Structures Inspection									
2		Town Meeting, Plan Review, Coord	1 wk	Mon 9/22/14	Fri 9/26/14						
3		GPS Review of Parks Bridges	0.4 wks	Mon 9/29/14	Tue 9/30/14						
4		Inspect 10 Bridge/Culverts	0.6 wks	Wed 10/1/14	Fri 10/3/14						
5		Inspect 4 Long Confined Space Culverts	0.6 wks	Mon 10/6/14	Wed 10/8/14						
6		Certified Inspection Reports	1 wk	Thu 10/9/14	Wed 10/15/14						
7		Evaluate Parks Structures for Loading	18 days	Wed 10/1/14	Fri 10/24/14						
8		Prepare and deliver reports to Town	1 wk	Mon 11/3/14	Fri 11/7/14						

  

Project: Town of Atherton Structures 2014 Inspection Schedule Date: Mon 8/18/14	Task		Inactive Summary	
	Split		Manual Task	
	Milestone		Duration-only	
	Summary		Manual Summary Rollup	
	Project Summary		Manual Summary	
	External Tasks		Start-only	
	External Milestone		Finish-only	
	Inactive Task		Deadline	
	Inactive Milestone		Progress	

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**EXHIBIT C**  
**COMPENSATION**

Task 1 - \$ 3,762

Task 2 - \$17,420

Task 3 - \$13,152

Task 4 - \$12,345

Task 5 - \$ 2,197

Misc – \$ 1,024

**TOTAL \$50,000**



EXHIBIT D  
SUB-CONSULTANTS

**Subtronic Corporation**

5031 Blum Road #2

Martinez, CA 94553

925-228-8771

# NV5

## Northern California 2014 Charge Rates Schedule

### Office:

#### Technical Services

Engineering Aide/Planning Aide .....	\$70.00/hour
Project Assistant.....	\$96.00/hour
Project Administrator.....	\$120.00/hour
CADD Technician I.....	\$105.00/hour
CADD Technician II .....	\$130.00/hour
CADD Technician III.....	\$137.00/hour
Senior CADD Technician/Designer.....	\$145.00/hour
Design Supervisor.....	\$170.00/hour

#### Professional

Junior Engineer/Planner/Surveyor .....	\$120.00/hour
Assistant Engineer/Planner/Surveyor .....	\$140.00/hour
Associate Engineer/Planner/Surveyor .....	\$165.00/hour
Senior Engineer/Planner/Surveyor.....	\$176.00/hour
Manager .....	\$198.00/hour
Structural Engineer.....	\$210.00/hour
Associate.....	\$221.00/hour
Principal.....	\$255.00/hour

### Field:

#### Construction Management

Junior Field Engineer .....	\$111.00/hour
Assistant Field Engineer .....	\$125.00/hour
Associate Field Engineer .....	\$147.00/hour
Senior Field Engineer.....	\$172.00/hour
Construction Manager.....	\$186.00/hour

#### Surveying

1-Person Survey Crew (GPS) (Robotic).....	\$173.00/hour
1-Person Survey Crew.....	\$137.00/hour
2-Person Survey Crew.....	\$220.00/hour
3-Person Survey Crew.....	\$315.00/hour

### Expenses:

Plotting and In-house Reproduction .....	1.15 x Cost
Subsistence.....	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts ..	1.15 x Cost
Mileage - Outside local area .....	Per accepted IRS rate

Rates are effective through December 31, 2014. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$300.00 per hour. Rates based on "Prevailing Wage" (PW) for Construction Management and Surveying will be determined by Project and County per California law.

Attachment C

Bridge Inspection RFP Review					
	Value (%)	NV5	URS	WIN	BCA
Project Understanding/work plan/approach	35%	70	80	80	90
Qualifications and personnel	35%	90	90	70	90
Recent experience/similar studies	20%	80	80	70	90
Quality and completeness/on-time, on budget	20%	70	85	80	100
References	10%	100	100	100	100
<b>TOTAL</b>	<b>120%</b>	<b>96</b>	<b>102.5</b>	<b>92.5</b>	<b>111</b>

Reviewer:David Huynh

**Top consultants**

BCA  
URS

Bridge Inspection RFP Review					
	Value (%)	NV5	URS	WIN	BCA
Project Understanding/work plan/approach	35%	90	80	70	85
Qualifications and personnel	35%	80	90	70	90
Recent experience/similar studies	20%	90	75	70	90
Quality and completeness/on-time, on budget	20%	90	75	70	100
References	10%	100	100	100	100
<b>TOTAL</b>	<b>120%</b>	<b>105.5</b>	<b>99.5</b>	<b>87</b>	<b>109.25</b>

Reviewer:Gordon Seibert

**Top Consultants**

BCA  
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Bridge Inspection RFP Review					
	Value (%)	NV5	URS	WIN	BCA
Project Understanding/work plan/approach	35%	100	80	90	40
Qualifications and personnel	35%	100	100	100	100
Recent experience/similar studies	20%	67	100	100	100
Quality and completeness/on-time, on budget	20%	67	67	67	100
References	10%	100	50	50	50
<b>TOTAL</b>	<b>120%</b>	<b>106.8</b>	<b>101.4</b>	<b>104.9</b>	<b>94</b>

Reviewer:Steve Tyler

**Top Consultants**

NV5  
WINN